

**Franklin Regional
Council of Governments**

REQUEST FOR PRICE QUOTES

KIOSKS – TOWN OF ROWE RFQ 2021 0121 MOHAWK TRAIL WOODLAND PARTNERSHIP

The Franklin Regional Council of Governments (FRCOG), on behalf of the Town of Rowe acting through its Parks Commission, invites quotes for Kiosks supplied and delivered to the Town of Rowe, on site at Pelham Lake Park, as part of the Mohawk Trail Woodland Partnership (MTWP) project.

Pelham Lake Park encompasses approximately 1,480 acres and includes trail, wildlife habitat and forested areas that are open to residents and visitors. This project will create kiosks that will contain trail mapping and information about Pelham Lake Park usage for recreational activities for the Town owned property.

This RFQ is for the supply of eight (8) small kiosks and five (5) medium kiosks.

Quotes must be emailed to ebatchelder@frcog.org no later than **JANUARY 21, 2021 at 2 PM**. The project is to be completed no later than June 4, 2021. Subject line of EMAILED quote shall include “MTWP ROWE KIOSKS - QUOTE”.

Questions about the RFQ will be accepted until JANUARY 7, 2021 at 2:00 pm to ebatchelder@frcog.org.

The Town of Rowe is the awarding authority and reserves the right to accept or reject any or all quotes in total or in part as they may deem to be in the best public interest.

**FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS
Ellen Batchelder, Assistant Procurement Officer
DECEMBER 16, 2020**

The Franklin Regional Council of Governments (FRCOG) does not discriminate on the basis of race, color, religion, ancestry, national origin, age, disability, sexual orientation, gender identity, gender or any other protected class under the law with respect to admission to, access to, or operation of its programs, services or activities. If you would like accessibility or language accommodation, please contact the Title VI Coordinator at 413-774-3167 (voice) (MA Relay System: 800-439-2370), 413-774-3169 (fax), or civilrights@frcog.org (e-mail).

12 Olive St, Suite 2, Greenfield, MA 01301 Ph 413-774-3167

SPECIFICATIONS

1. Description:

Build, supply and deliver 8 small wooden kiosks, approximately 7' x 3' and 5 medium wooden kiosks, approximately 6' x 8'. See attached Exhibit 1 for example.

Materials to be used to construct the kiosks are outlined in Exhibit 1. Contractors should provide a one year warranty on materials provided.

The kiosks will be delivered to the Park and will be installed by Park staff and municipal officials. In order to deal with the weight of the kiosks in delivery, the kiosk can be delivered in a few parts for assembly on-site. Town officials will install the kiosks at trail heads and other locations within Pelham Lake Park as determined by the Rowe Park Commission.

2. See Exhibit 1 for example photos of desired kiosks.

3. Payment and Contract:

Unit costs and a lump sum quote is sought with a breakdown of the requested items– see the Quote Form

4. All work must be completed by June 4, 2021 to meet grant requirements.

5. Contractor must follow current MASSACHUSETTS COVID-19 safety requirements for construction and delivery.

6. Payment will be made by lump sum at the end of the project upon acceptance by the Town of Rowe. Contractor will receive payment within 30 days of receipt of invoice.

GENERAL INSTRUCTIONS TO QUOTERS

1. All submissions must contain a completed QUOTE FORM and a properly executed Non-Collusion Form. These forms can be found within the contents of this Invitation for Price Quotes.
2. Quotes which are incomplete, not properly endorsed or signed, or otherwise contrary to instructions will be rejected as non-responsive by the Procurement Officer. Conditional quotes will not be accepted. Any quote arriving after the time and date of bid opening will not be accepted.
3. As the Town of Rowe is exempt from the payment of Federal Excise Tax and Massachusetts Sales Tax, bids quoted herein are not to include these taxes.
4. A bidder will be held to the terms and the prices on the Bid Form for the duration of the contract period.
5. The Town reserves the right to reject any and all bids, in total or in part, as is in the best interest of the public.
6. The contractor will be bound by all applicable statutory provisions of law of the Federal Government and the Commonwealth of Massachusetts.
7. A Contract will be signed between the awarded bidder and the TOWN OF ROWE. A sample contract agreement is attached (Exhibit 2). Any provisions of the contract that cannot be met by a prospective bidder must be brought to the attention of the FRCOG during the open question period, otherwise submittal of a bid constitutes acceptance of the Town's standard terms and conditions.
8. Any inferior or damaged product or workmanship, as determined by the Town will be replaced at the total expense of the contractor.
9. The contract resulting from this bid will be awarded to the lowest responsible and responsive bidder based upon lump sum bid price, past performance and reliability of the bidder, quality of product and/or service, and degree of exclusion, exemption, or restrictions on the bid form.

Checklist of Required Signed Submittals:

- | |
|---|
| <ul style="list-style-type: none">○ Price Quote Form○ Non Collusion Form |
|---|

**KIOSKS – TOWN OF ROWE
MOHAWK TRAIL WOODLAND PARTNERSHIP**

PRICE QUOTE FORM

Pricing is per bid specifications provided within this Request for Quotes. All activities not expressly mentioned in these specifications, but involved in carrying out their intent are required and the contractor shall perform the same as though they were specifically mentioned, described, and delineated – including the provision of incidental equipment and supplies. Time is of the essence as the project is grant funded.

QUANTITY	See detail in Exhibit 1	Unit Price	Total Price
8	Kiosks – Small (approx. 7' x 3')	\$	\$
5	Kiosks – Medium (approx. 6' x 8')	\$	\$
	TOTAL PRICE QUOTE:		\$

IN THE EVENT THAT FUNDING IS NOT SUFFICIENT FOR ALL THE KIOSKS, THE TOWN MAY
ONLY AWARD FOR ONE SIZE OR FOR FEWER QUANTITIES OF EACH.

Total In Words _____ dollars and _____ cents

We will hold this bid price firm for 30 days.

_____Addendum 1 _____Addendum 2 Circle and initial any that apply.

COMPANY: _____ DATE _____

ADDRESS:

SIGNATURE:  _____ TITLE _____

PRINTED NAME: _____

PHONE / FAX: _____

EMAIL ADDRESS: _____

NON-COLLUSION STATEMENT

Any person or corporation that fails to date, sign with original signature, and submit the following statements shall not be awarded this contract.

Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Date _____



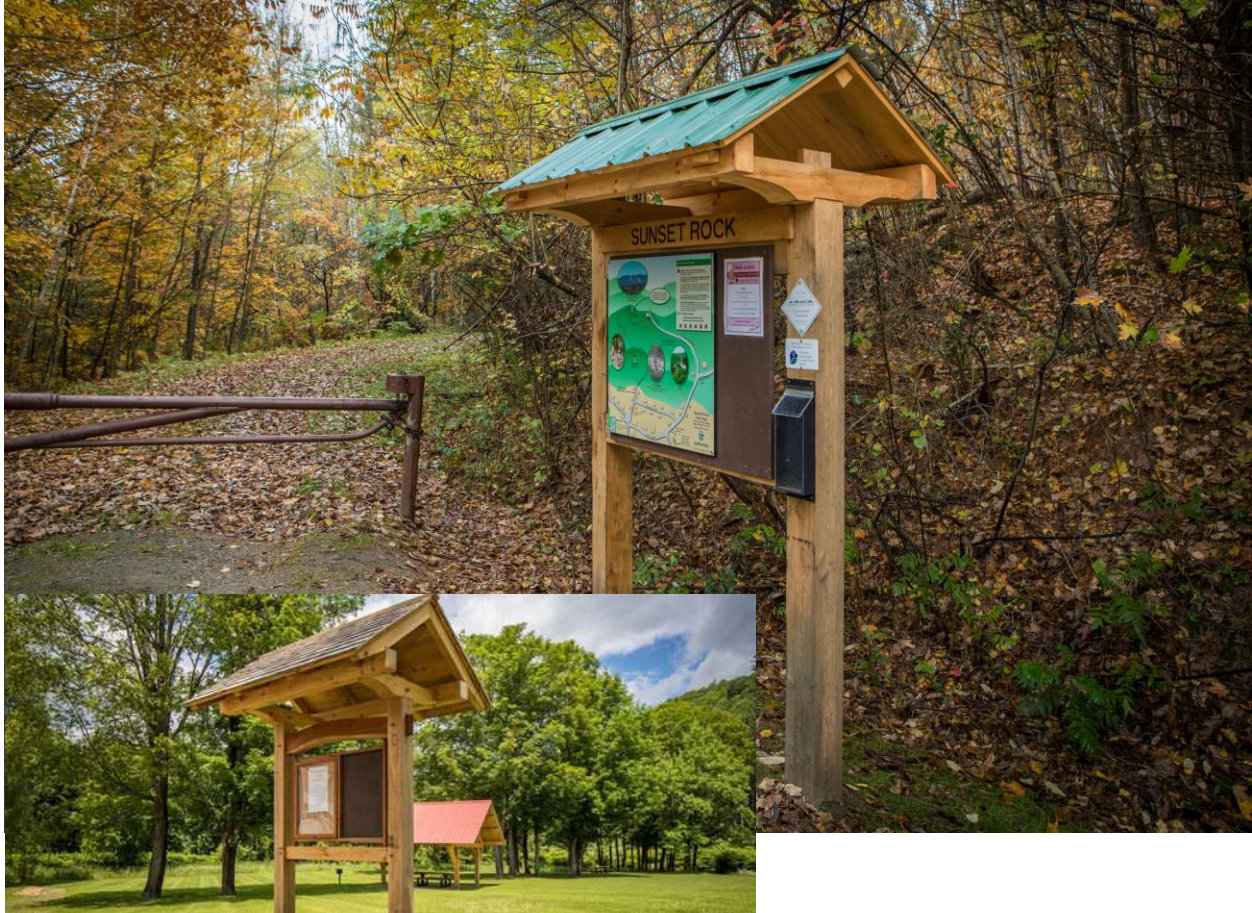
Authorized Official's Signature

Typed or Printed Name of Person Signing

Company or Corporation

EXHIBIT 1

EXAMPLES OF ITEMS SOUGHT / MATERIALS LIST/ MAP OF PELHAM LAKE PARK



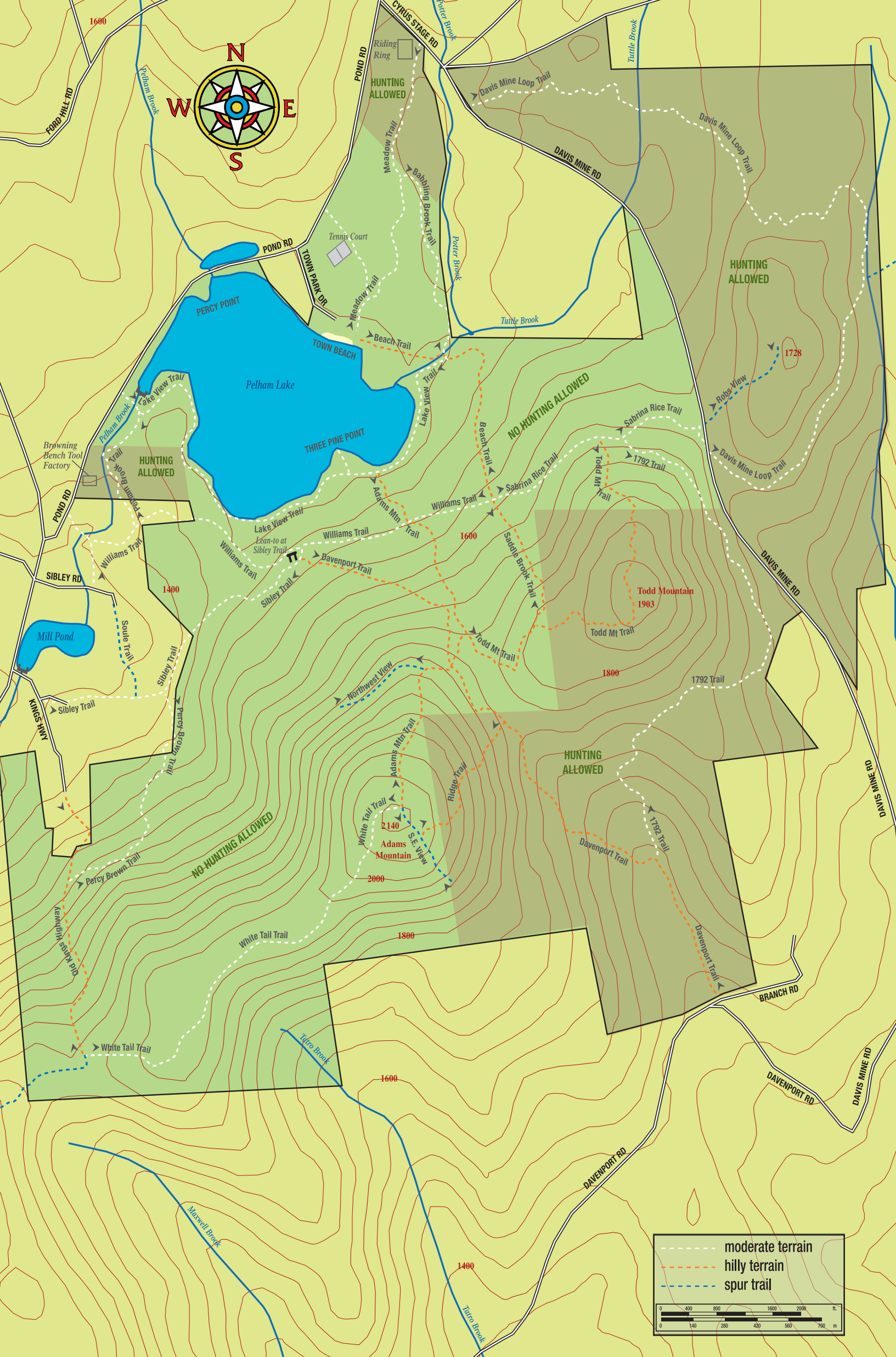
All kiosks shall be timber frame construction and coated with two coats of a clear coat oil. All framing members will be smooth faced with a 1/4" chamfer. Price per unit should include delivery to Pelham Lake Park in Rowe, MA. Prices should not include site prep, anchor installation, or kiosk installment.

1. Small kiosk – The frame will be constructed of white oak and the bulletin board will be pine.

- Posts, and top member 4"x 6".
- Cross members 2"x 6".
- Bulletin board 1"x 6" pine tongue and groove.
- Top member will be covered with brown metal.
- Dimensions – 7' tall x 3'1" long.

2. Medium kiosk – The posts and cross members will be white oak, the bulletin board will be pine, the roof assembly will be pine, and the roofing will be cedar with a copper cap.

- Posts 6"x 6".
- Cross members 4"x 6".
- Bulletin board 1"x 6" pine tongue and groove.
- Roof framing 4"x 6" pine, ridge 4"x 4" pine, roof sheathing rough cut pine.
- Roof covering cedar with copper cap.
- Dimensions – 5'8" long x 8'3" tall x 3'8" wide.



Thank you for visiting and enjoying Pelham Lake Park, come back again.

AN AGREEMENT SUBSTANTIALLY IN ACCORD WITH THIS DOCUMENT WILL BE SIGNED BETWEEN THE TOWN AND THE AWARDED CONTRACTOR

AGREEMENT

by and between

and the

TOWN OF ROWE, MA

The following provisions, together with the Request for Quotes ("RFQ") undertaken under MGL Ch. 30 §39M for the **TOWN OF ROWE** (Attachment A), and the submittals received from _____ in response to the Solicitation (Attachment B) on JANUARY 21, 2021 are hereby incorporated by reference and made a part of this AGREEMENT. The Agreement is effective as of the ____TH DAY OF _____, 2021; between _____, a Massachusetts entity having a usual place of business at _____ (hereinafter referred to as the "Contractor"), and the Town of Rowe, MA having a usual place of business at 321 ZOAR ROAD, ROWE, MA 01367 (hereinafter referred to as the "Town").

Whereas the Town proposes to engage the Contractor to assist in the completion of the tasks outlined in Attachment A, and

Whereas, this Agreement, together with Attachments A, and B represent the entire understanding of the parties, and neither is relying upon any representation not contained herein.

Now therefore, in consideration of the mutual covenants herein contained the parties agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR/ SERVICE PROVIDER (hereinafter termed "Contractor")-

Contractor agrees to perform the work described in Attachments A and B, and in performing the services under this Agreement, the Contractor shall be deemed to be independent and not an employee of the Town. The Town may terminate, in writing, this Agreement for non-performance of services required including the progress of work for services. Town may terminate the contract for convenience with written notice. Upon receipt of written notification from the Town to the Contractor that the Agreement or any portion thereof is to be terminated, Contractor shall immediately cease operations on the work, and assemble all material that has been prepared, developed, furnished or obtained under the Agreement that may be in the possession or custody of the Contractor and shall transmit same to the Town on or before the 10th day following receipt of the written notice of termination together with evaluation of the cost of work performed. Contractor shall be entitled to complete payment for satisfactorily completed uncompensated work performed prior to such notice and for the cost of assembling the material to be transmitted to the Town. In the event that there is a disagreement between Contractor and the Town, the terms of this Agreement shall control.

ARTICLE 2 - SERVICES AND RESPONSIBILITIES OF THE CONTRACTOR

Contractor shall serve as the professional representative of the Town during the project and will consult with and advise the Town during performance of services. Contractor shall receive prior approval from the Town for any expenditure not specifically provided for in this Agreement, which is thought to be billable. Contractor is advised that work undertaken within the terms and provisions of this Agreement shall be with the full knowledge and consent of the Town and any work performed outside the Agreement without the prior written agreement of the Town, shall not be considered as work under this Agreement and payment for such work may not be allowed. Contractor shall complete all work specified in Attachments A and B or any attachment thereto. Records of the Contractor pertinent to this Agreement shall be retained for a period of not less than seven (7) years (MGL c. 4 § 7).

ARTICLE 3 - SCHEDULE

Services and Supplies as required under this Agreement shall be completed by the Contractor no later than June 4, 2021.

ARTICLE 4 - RESPONSIBILITIES OF THE TOWN-

The Town shall make available to the Contractor available information pertinent to the project including background information on file at Town Office.

ARTICLE 5 - PAYMENTS TO THE CONTRACTOR

For all products/services to be performed under this Agreement, Contractor shall be compensated in accordance with invoices submitted by the Contractor to the TOWN. Contractor shall invoice AT THE COMPLETION OF THE PROJECT, IN A LUMP SUM NOT TO EXCEED \$xx,xxx.xx (dollars). Invoice should document dates of services, quantities, unit prices, and a description of services rendered. Contractor will provide their own supplies and materials. Materials purchased as a direct cost outside this Agreement will become property of the Town and must have prior approval. The Town is not subject to sales tax. A Federal W-9 Form must be submitted with the signed contract.

ARTICLE 6 - SEVERABILITY & APPLICABLE LAW

In the event that any provision of this Agreement shall be deemed invalid, unreasonable or unenforceable by any court of relevant jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement, or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts and any suit brought pursuant to this Agreement shall be commenced in the County of Franklin.

ARTICLE 7 - INSURANCE REQUIREMENTS

Contractor must be covered by all types of insurance necessary for protection of the Town while performing services under this contract. Prior to execution of this contract, the Contractor must provide the Town with Certificate(s) of Insurance to protect from claims under Worker's

Compensation and from any other claims for damages which may arise from operations under this agreement.

ARTICLE 8 - AMENDMENTS/MODIFICATIONS

No amendment or modification to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties, complies with the provisions of this Agreement, and all other regulations and requirements of law.

ARTICLE 9 - INDEMNITY

To the fullest extent permitted by law, Contractor shall defend, indemnify, and save harmless the Town and its respective duly elected or appointed officials, agents and employees from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as “demands”) arising out of or resulting from any work performed pursuant to this Agreement including but not limited to any negligent acts, errors, or omissions of the Contractor, any subContractor of the Contractor, or any person directly or indirectly employed by any of them, or by a defect of a product or design supplied by the Contractor or subContractor. Such obligation shall not negate, abridge, or reduce in any way any additional indemnification rights of the Town, that otherwise may exist under statute or in law or equity.

The Contractor shall defend, indemnify, and hold harmless the Town from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Contractor for work performed in connection with the work hereunder or required by state or federal law, including but not limited to Fair Labor Standards Act and Massachusetts Prevailing Wage Law.

The indemnification obligations of the Contractor and subContractor shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the Contractor or subContractor under any federal or state law.

In the event of a breach of this Agreement by the Contractor, the Contractor shall pay the Town all reasonable attorney fees, costs and other litigation expenses incurred by the Town in enforcing its rights as a result of said breach in addition to any damages for said breach.

ARTICLE 10 - ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of the Town. No subcontract may be awarded by the Contractor, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of the Town. Nothing herein shall be construed to prevent an assignor's due performance of its entire obligation.

ARTICLE 11 - CONFLICT OF INTEREST-

The Town and the Contractor shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of MGL, Chapter 268A, the so-called Conflict of Interest Law.

ARTICLE 12 – CONFIDENTIALITY

Contractor acknowledges that information collected and evaluated under the contract's scope of services may be considered confidential information and acknowledges that they will not, at any time, whether during the term of the contract or thereafter, disclose to any person, except as required or contemplated by the contract's scope of services, any confidential information of any kind acquired by them in connection with the performance of the contract.

ARTICLE 13 - NONDISCRIMINATION-

Contractor shall not discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, .or any other protected class under the law.

ARTICLE 14 - FORCE MAJEURE-

The Contractor shall not be liable for the failure to wholly perform his duties if such failure is caused by catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor.

ARTICLE 15 - ENTIRE UNDERSTANDING-

This Agreement, together with the attachments hereto, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

IN WITNESS WHEREOF, the parties hereby execute this Agreement this _____TH day of January, 2021.

For the TOWN OF ROWE:

Selectboard

Print Name

Selectboard

Print Name

Selectboard

Print Name

For XXXXX

Authorized Signature

Title

Tax ID Number (TIN)